

COREY B. BECK, ESQ.
Nevada Bar No. 005870
LAW OFFICE OF COREY B. BECK, P.C.
425 South Sixth Street
Las Vegas, Nevada 89101
Ph.: (702) 678-1999
Fax: (702) 678-6788
becksbk@yahoo.com

Attorney for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In Re:)	BK-S-19-16636-MKN
)	Chapter 11
CENSO, LLC.)	
)	
Debtor.)	HEARING DATE: June 30, 2021
)	HEARING TIME: 9:30 AM

**MOTION FOR CONTEMPT FOR VIOLATION OF INTERIM ADEQUATE
PROTECTION ON FIRST LIEN SECURED BY REAL PROPERTY AT 5900 NEGRIL
AVENUE, LAS VEGAS NEVADA 89130**

Debtor, CENSO, LLC., by and through their attorney, Corey B. Beck, Esq., files this Motion for Contempt for Violation of Interim Adequate Protection on First Lien Secured by Real Property at 5900 Negril Avenue, Las Vegas, Nevada 89130. This Motion is based on the following Memorandum of Points and Authorities, attached Exhibits, all papers and pleadings on file herein, and any other argument or evidence permitted by the Court.

FACTUAL BACKGROUND

1. On January 27, 2021, Debtor and New Rez, LLC., d/b/a/ ShellPoint Mortgage Servicing (hereinafter "ShellPoint") entered into Interim Adequate Protection Order. *See Exhibit "1" - Copy of Interim Adequate Protection Order.*
2. On April 5, 2021, Michael Chen, Esq., c/o NewRez LLC d/b/a/ ShellPoint Mortgage Servicing sent letter regarding breach of Interim Adequate Protection Order to undersigned counsel. *See Exhibit "2" - Copy of Breach Letter.*
3. Debtor tendered required payments to ShellPoint. *See Exhibit "3" - Proof of Payments.*
4. Debtor through counsel submitted proof of payments. Notwithstanding, the proof

of payments, ShellPoint stated there was still money owing and that ShellPoint would seek relief from stay order. *See Exhibit "4" - Copy of April 26, 2021 Email.*

5. In addition, ShellPoint paid the property taxes notwithstanding the order for the debtor to pay the property taxes. *See Exhibit "5" - Declaration of Melani Schulti - Paragraph 5.*

6. Similarly, debtor had maintained and paid insurance prior to the stipulation. Debtor had paid insurance in a timely manner (prior to renewal of April 22, 2021). Notwithstanding these facts, ShellPoint had paid the insurance even though agreement states that the debtor shall pay property insurance. *See Exhibit "5" - Declaration of Melani Schulti - Paragraph 6.*

7. Debtor has tendered May 2021 payment to New Rez, LLC., d/b/a/ ShellPoint Mortgage Servicing. *See Exhibit "6" - Proof of Payment.*

LEGAL ARGUMENT

1. Legal Standard

1. Bankruptcy courts have original *and* exclusive jurisdiction over "all cases under title 11" and have "original but not exclusive jurisdiction" of all civil proceedings arising under title 11, or arising in or related to cases under title 11. 28 U.S.C. §§ 1334 (a) and (b). The exclusive jurisdiction encompasses "all matters *connected with* the bankruptcy estate." *In re Birthing Fisheries, Inc.*, 300 B.R. 489, 498-99 (9th Cir. BAP 2003) (emphasis in original).

2. Matters connected with the bankruptcy estate are considered "core proceedings," and bankruptcy courts may hear and enter final judgments in such proceedings "arising under" title 11 and "arising in" a title 11 case. *Stern v. Marshall*, 131 S.Ct. 2594, 2603 (2011); 28 U.S.C. § 157(b)(1). "A matter "arises under" the Bankruptcy Code if its existence depends on a substantive provision of bankruptcy law." *In re Ray*, 624 F.3d 1124, 1131 (9th Cir. 2010). A matter "arises in" a title 11 case "if it is an administrative matter unique to the bankruptcy

1 process that has no independent existence outside of bankruptcy and could not be
2 brought in another forum, but whose cause of action is not expressly rooted” in
3 the Code. Id. Congress has defined “core proceedings” to include sixteen different
4 categories listed in section 157(b)(2). *Stern v. Marshall*, 131 S.Ct. at 2603.

- 5 3. A bankruptcy court plainly has jurisdiction to interpret and enforce its own prior
6 orders. *Travelers Indem. Co. v. Bailey*, 129 S. Ct. 2195, 2205, 174 L. Ed. 2d 99
7 (2009); *In re Birting Fisheries*, 300 B.R. at 499 (holding that a **bankruptcy**
8 court’s core jurisdiction continues in order for it to enforce its orders); *In re*
9 *Franklin*, 802 F.2d 324 (9th Cir. 1986) (holding that a bankruptcy judge had
10 subject matter jurisdiction to construe effect of a stipulation).
11 Additionally, where a bankruptcy court has expressly retained jurisdiction, that
12 jurisdiction will be construed as exclusive, “so as not to render the provision a
13 nullity.” *In re Birting Fisheries*, 300 B.R. at 499. Indeed, it is important that
14 bankruptcy courts retain jurisdiction to construe their own orders “if they are to be
15 capable of monitoring whether those orders are ultimately executed in the
16 intended manner.” *In re Franklin*, 802 F.2d at 326.

- 17 4. A party in interest may move for an order of contempt pursuant to Bankruptcy
18 Rule 9020. Fed. R. Bankr. Pr. 9020. Rule 9020 provides that motions for contempt are
19 contested matters governed by Rule 9014.¹ Id. Bankruptcy courts have the power to
20 impose civil contempt. *In re Stasz*, 387 B.R. 271, 275 (B.A.P. 9th Cir. 2008)
21 (citing 11 U.S.C. § 105(a)); *In re California Litfunding, a Nevada Corp.*, 360 B.R.
22 310, 325 (Bankr. C.D. Cal. 2007) (A bankruptcy court has inherent power to
23 sanction under section 105(a) of the Bankruptcy Code as is “necessary or
24 appropriate to carry out the provisions of this title.”). “The standard for finding a
25 party in civil contempt is well settled: The moving party has the burden of
26 showing by clear and convincing evidence that the contemnors violated a specific
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1 and definite order of the court.” *In re Bennett*, 298 F.3d 1059, 1069 (9th Cir.
2 2002); *In re Dyer*, 322 F.3d 1178, 1191 (9th Cir. 2003).

3 Thereafter, the burden “shifts to the condemners to demonstrate why they were unable
4 to comply.” *In re Bennett*, 298 F.3d at 1069. The bankruptcy court has discretion in
5 deciding whether to impose civil contempt sanctions. *In re Goodman*, 991 F.2d 613,
6 620 (9th Cir. 1993).

7 ShellPoint has purposely hindered the efforts of the debtor to comply with the
8 Interim Adequate Protection Order. ShellPoint has not operated in “good faith” as they have
9 ignored the terms of the adequate protection order. ShellPoint has “pattern and practice” of not
10 following court order. Debtor has established contempt as payments have been tendered but not
11 acknowledged. Similarly, ShellPoint has not honored agreement regarding insurance and
12 payment of real estate tax provisions. Shellpoint’s actions are not proper as ShellPoint has
13 threatened lifting stay without proper basis. Debtor had to endure a lot of unnecessary stress and
14 time as a result of ShellPoint’s actions.

15 **RELIEF REQUESTED**

- 16 1. Order granting motion for contempt for violation of Interim Adequate Protection
17 Order regarding real property 5900 Negril Avenue, Las Vegas, NV 89130.
18 2. Order for sanctions and reasonable attorney’s fees.

19 DATED this 28th day of May, 2021.

20 /s/ COREY B. BECK
21 COREY B. BECK, ESQ.
22 Nevada Bar No. 005870
23 THE LAW OFFICE OF COREY B. BECK, P.C.
24 425 South Sixth Street
25 Las Vegas, Nevada 89101
26 Ph.: (702) 678-1999
27 Fax: (702) 678-6788
28 Becksbk@yahoo.com

Attorney for Debtor

EXHIBIT “1”

1 Kristin A. Schuler-Hintz, Esq. SBN 7171

2 Michael Chen, Esq. SBN 7307

E-filed: 1/27/2021

3 **McCarthy & Holthus, LLP**

4 9510 West Sahara Avenue, Suite 200

5 Las Vegas, NV 89117

6 Phone (877) 369-6122

7 Fax (866) 339-5691

8 Attorneys for Secured Creditor, NewRez LLC d/b/a Shellpoint Mortgage Servicing, its assignees
9 and/or successors
10

11 UNITED STATES BANKRUPTCY COURT

12 DISTRICT OF NEVADA
13

14 In re:

) Case No. 19-16636-mkn

15 Censo LLC,

)

) Chapter 11

16 Debtor.

)

)

) **STIPULATION FOR INTERIM**

) **ADEQUATE PROTECTION ON FIRST**

) **LIEN SECURED BY REAL PROPERTY**

) **AT 5900 NEGRIL AVENUE, LAS VEGAS,**

) **NV 89130**

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) DATE: 1/27/2021

) TIME: 9:30 a.m.

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1 Secured Creditor, NewRez LLC d/b/a Shellpoint Mortgage Servicing, its assignees and/or
2 successors ("Secured Creditor"), and Censo LLC. ("Debtor") by and through their respective
3 attorneys of record STIPULATE as follows:

4
5 **RECITALS**

- 6 A. On 5/4/2006, Peter Arsaga and Melissa Hexum, for valuable consideration, made,
7 executed and delivered a Note secured by a First Deed of Trust both in the amount of
8 \$328,000.00 on the property commonly known as 5900 Negril Avenue, Las Vegas, NV
9 89130 ("Subject Property").
- 10 B. On or about 10/11/2019, Debtor filed a voluntary petition under Chapter 11 of the
11 Bankruptcy Code in the United States Bankruptcy Court, Nevada District of Nevada, and
12 claims title ownership interest in the subject real property.
- 13 C. As of the date of filing of said bankruptcy case, the total amount of Secured Creditor's
14 claim with regard to the Subject Property was approximately \$502,112.94 (Proof of
15 Claim #3).
- 16 D. The parties have conferred and agree upon interim adequate protection for Secured
17 Creditor's first lien secured by the Subject Property and those terms are reflected below.

18
19 **THE PARTIES HERETO STIPULATE AND AGREE AS FOLLOWS:**

- 20 1. This Stipulation affects the real property commonly known as 5900 Negril Avenue, Las
21 Vegas, NV 89130 ("Subject Property").
- 22 2. Commencing 2/1/2021, Debtor shall make regular monthly payments to Secured Creditor
23 in the amount of \$1,733.00. These payments will be applied contractually to the loan.

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3. Payments shall be made directly to NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, Secured Creditor at NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, PO Box 10826, Greenville, SC 29603, with reference to the last four digits of the Loan Number 5562, or as otherwise directed.
4. On or before 1/31/2021, Debtor will provide proof of current insurance on the property listing NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing as loss payee, and will continue to maintain current insurance, and all property tax and HOA (Homeowner's Association Assessment) obligations immediately on the subject real property. Accordingly, Secured Creditor shall then de-escrow the loan for taxes and insurance.
5. In the event Debtor fails to timely perform any of the obligations set forth in this stipulation, Secured Creditor shall notify Debtor and Debtor's counsel of the default in writing. Debtor shall have fifteen (15) calendar days from the date of the written notification to cure the default and to pay an additional \$100.00 for attorneys' fees for each occurrence. An additional \$150.00 will also be due if court certification of the default required.
6. If Debtor fails to cure the default, Secured Creditor may lodge a Declaration of Default and Order Terminating the Automatic Stay. Upon entry of the Order, the automatic stay shall be terminated and extinguished for purposes of allowing Secured Creditor to notice, proceed with and hold a trustee's sale of the subject property, pursuant to applicable state law, without further Court Order or proceeding being necessary. Upon entry of Order, Secured Creditor may also commence any action necessary to obtain complete possession of the subject Property, including unlawful detainer, if required.

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7. If this instant Chapter 11 bankruptcy petition is dismissed and/or converted to another chapter under title 11, the repayment terms of this Order shall immediately cease in effect and become null and void, Secured Creditor's lien shall remain a valid secured lien for the full amount due under the original Promissory Note, and all payments received under this agreement will be applied contractually under the original terms of the Deed of Trust and original Promissory Note.

IT IS SO STIPULATED:

Submitted by:
McCarthy & Holthus, LLP

/s/ Michael Chen
Michael Chen, Esq.
9510 West Sahara Avenue, Suite 200
Las Vegas, NV 89117
(877) 369-6122
bknotice@mccarthyholthus.com

Approved/Disapproved

/s/ Corey B. Beck
Corey B. Beck, Esq.
(702) 678-1999

EXHIBIT “2”

McCarthy ♦ Holthus
A Limited Liability Partnership
A Multijurisdictional Law Firm
9510 West Sahara Avenue, Suite 200
Las Vegas, NV 89117
Telephone (877) 369-6122
Facsimile (866) 339-5691
www.McCarthyHolthus.com
Email to all personnel:
First initial and last name@mccarthyholthus.com

4/5/2021

Corey B. Beck, Esq.
425 South 6th Street
Las Vegas, NV 89101
becksbk@yahoo.com

VIA ELECTRONIC MAIL AND US MAIL

Re: Matter NewRez LLC d/b/a Shellpoint Mortgage Servicing v. Censo LLC.
Loan No. ending with 5562
Case No. 19-16636-mkn
Property 5900 Negril Avenue, Las Vegas, NV 89130
M&H File No. NV-20-162386

Dear Mr. Beck:

Our firm represents NewRez LLC d/b/a Shellpoint Mortgage Servicing (“Shellpoint”) in the above-referenced matter. This letter will serve as the required notice under the Order and Stipulation for *Interim* adequate protection, entered with the Court on 1/29/2021 [Dkt 148] (“Order”), for the above-referenced case.

Shellpoint has not received all required payments due under the Order and Censo LLC (“Debtor”) is due for the 3/1/2021 and 4/1/2021 payments, in the sum of \$3,466.00 (see attached payment history). Further, Debtor is required to pay attorney fees of \$100.00 for this default notification. Accordingly, to cure the default under the terms of the Order Debtor is required to tender funds in the sum of \$3,566.00. If applicable, your account may have additional escrow amounts that have been paid out and are due on the loan.

Arizona Office
8502 E. Via De Ventura Blvd.
Suite 200
Scottsdale, AZ 85258
(480) 302-4100
Facsimile (480) 302-4101

California Office
2763 Camino Del Rio S, Suite
100
San Diego, CA 92108
(619) 685-4800
Facsimile (619) 685-4811

Colorado Office
7700 E. Arapahoe Road, Suite
150
Centennial, CO 80112
(877) 369-6122
Facsimile (866) 894-7369

New Mexico Office
6501 Eagle Rock NE, Suite A-3
Albuquerque, NM 87113
(505) 219-4900
Facsimile (505) 750-9803

Oregon Office
920 SW 3rd Avenue 1st Floor
Portland, OR 97204
(971) 201-3200
Facsimile (971) 201-3202

Washington Office
108 1st Ave South
Suite 300
Seattle, WA 98104
(206) 319-9100
Facsimile (206) 780-6862

Corey B. Beck

Page 2

Please forward **certified funds in the sum of \$3,566.00** payable to NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, and send to NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing, PO Box 10826, Greenville, SC 29603, within **15-days** from the date of this letter. In order to timely cure this default, payment must be received on or before **4/20/2021**.

If you fail to reinstate the arrearages shown above, we will have no alternative but to commence all actions necessary to obtain complete possession of the subject Property.

If you have any questions, please do not hesitate to contact our office. Also, please advise your client(s) that all contacts with our office *must be through their attorney*.

Cordially,
McCarthy & Holthus, LLP

/s/ Michael Chen

Michael Chen, Esq.

Cc: Censo LLC.
9811 W. Charleston Blvd.
Suite 2-351
Las Vegas, NV 89117

EXHIBIT “3”

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

CENSO LLC
DEBTOR IN POSSESSION
BANKRUPTCY CASE #19-16636-MKN
9811 W CHARLESTON BLVD STE 2-351
LAS VEGAS, NV 89117

U.S. BANK NATIONAL ASSOCIATION
LAS VEGAS, NV 89102
94-189/1212

1201

01/26/2021

PAY TO THE ORDER OF **NEWREZ LLC FKA NEW PENN FINANCIAL LLC DBA SHELLPOINT MORTGAGE SERVICING** \$ **1,733.00**

**** ONE THOUSAND, SEVEN HUNDRED THIRTY-THREE AND 00/100 DOLLARS

PROTECTED AGAINST FRAUD

NEWREZ LLC FKA NEW PENN FINANCIAL LLC DBA SHELLPOINT MORTGAGE SERVICING
PO BOX 10826
GREENVILLE, SC 29603-0826

VOID AFTER 90 DAYS

MEMO LN#5562/5900 NEGRIL LV NV ADEQUA

579385562

⑈001201⑈ ⑆121201694⑆ 153758651100⑈

ENDORSE HERE Pay to the Order of
Fifth Third Bank
For Deposit Only
NewRez LLC
dba Shellpoint Mtg Servicing

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

check was Cashed 2/2/2021

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

CENSO LLC
DEBTOR IN POSSESSION
BANKRUPTCY CASE #19-16636-MKN
9811 W CHARLESTON BLVD STE 2-351
LAS VEGAS, NV 89117

U.S. BANK NATIONAL ASSOCIATION
LAS VEGAS, NV 89102
94-189/1212

1224

0579385562

03/01/2021

PAY TO THE ORDER OF **NEWREZ LLC FKA NEW PENN FINANCIAL LLC DBA SHELLPOINT MORTGAGE SERVICING** \$ **1,733.00**

**** ONE THOUSAND, SEVEN HUNDRED THIRTY-THREE AND 00/100 DOLLARS

PROTECTED AGAINST FRAUD

NEWREZ LLC FKA NEW PENN FINANCIAL
LLC DBA SHELLPOINT MORTGAGE
SERVICING
PO BOX 10826
GREENVILLE, SC 29603-0826

VOID AFTER 90 DAYS

MEMO LN#579385562/5900 NEGRIL AVE

001224 030120 1694 15375865 1100

ENDORSE HERE Pay to the Order of
Fifth Third Bank
For Deposit Only
NewRez LLC
dba Shellpoint Mtg Servicing

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE

check was cashed 3/15/2021

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

CENSO LLC
DEBTOR IN POSSESSION
BANKRUPTCY CASE #19-16636-MKN
9811 W CHARLESTON BLVD STE 2-351
LAS VEGAS, NV 89117

U.S. BANK NATIONAL ASSOCIATION
LAS VEGAS, NV 89102
94-169/1212

1241

04/01/2021

PAY TO THE ORDER OF **NEWREZ LLC FKA NEW PENN FINANCIAL LLC DBA SHELLPOINT MORTGAGE SERVICING** \$ **1,733.00**

**** ONE THOUSAND, SEVEN HUNDRED THIRTY-THREE AND 00/100 DOLLARS

VOID AFTER 90 DAYS

NEWREZ LLC FKA NEW PENN FINANCIAL
LLC DBA SHELLPOINT MORTGAGE
SERVICING
PO BOX 10826
GREENVILLE, SC 29603-0826
MEMO LN#579385562/5900 NEGRIL AVE.

PROTECTED AGAINST FRAUD

VOID AFTER 90 DAYS

1001241 121201694 153758651100

ENDORSE HERE Pay to the Order of
FI Third Bank
Fo Deposit Only
dba Shellpoint Mtg Servicing
NEWREZ LLC

DO NOT WRITE, SIGN OR SIGNATURE BELOW THIS LINE

check was cashed 4/12/2021

EXHIBIT “4”

RE: Censo - Case # 19-16636-MKN - Proof of Payments

From: Michael Chen (mchen@mccarthyholthus.com)

To: becksbk@yahoo.com

Cc: ldrivick@mccarthyholthus.com

Date: Monday, April 26, 2021, 08:48 AM PDT

Corey,

My client has reviewed the proof of payments, and they have already been accounted for before our notice of default was issued. Please see the attached payment history.

The Dbr is in default under the Stipulation, and the amount to cure is \$3466. Since the Debr did not cure within the deadline specified (Apr. 20), then my client is within its rights to proceed on the default and issue the lift stay order.

Unless the Debr cures IMMEDIATELY, my client will continue to obtain relief from stay. Please advise of the Debtor's intention here.

Mike

Michael W. Chen | Associate Attorney | Member State Bar of Nevada and Arizona



McCarthy ♦ Holthus, LLP

m. 9510 W. Sahara, Ste 200

d. 877-369-6122 ext 1990 | c. 702-985-3842

e. Mchen@Mccarthyholthus.com

w. <http://www.mccarthyholthus.com>

"Service Second to None"

Offices in: AR | AZ | CA | CO | ID | NV | NM | OR | TX | WA

Should escalation be required, please contact: Kristin Schuler-Hintz at Khintz@Mccarthyholthus.com.

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose. The information contained herein may be privileged and protected by the attorney/client and/or other privilege. It is confidential in nature and intended for use by the intended addressee only. If you are

EXHIBIT “5”

COREY B. BECK, ESQ.
Nevada Bar No. 005870
LAW OFFICE OF COREY B. BECK, P.C.
425 South Sixth Street
Las Vegas, Nevada 89101
Ph.: (702) 678-1999
Fax: (702) 678-6788
becksbk@yahoo.com

Attorney for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In Re:)	BK-S-19-16636-MKN
)	Chapter 11
CENSO, LLC.)	
)	
Debtor.)	

DECLARATION IN SUPPORT OF MELANI SCHULTE
IN SUPPORT OF MOTION FOR CONTEMPT AGAINST SHELLPOINT

I, Melani Schulte, declare under penalty of perjury the following:

1. That I agreed to Interim Adequate Protection Order on 5900 Negril Avenue property which was filed on January 27, 2021 - Docket # 146.
2. That I have tendered all required payments. I have provided proof of payments for February 2021 to April 2021, which have been cashed by ShellPoint.
3. Notwithstanding, the payments submitted and proof of payments to counsel for ShellPoint. ShellPoint is still maintaining there is a "default" and to submit stay relief order.
4. Under the adequate protection order, I was required to pay property taxes on the subject property from the time of the stipulation going forward, which was for the final payment of the tax year 2021 starting in March 2021.
5. After preparing the check for the property taxes on the Negril Property, I went to pay the tax payment at the Clark County Treasurer's Office which was due March 1, 2021, with a 10 day grace period. The clerk at the Clark County Treasurer's Office advised me that ShellPoint had paid the taxes on March 1, 2021, even when ShellPoint knew they were not to do this per the stipulation and

1 agreement. The Clark County Tax Treasurer advised me that they could not
2 accept my payment because it was the end of the tax year, ShellPoint had already
3 paid it, and that there was no longer a balance due. *See Exhibit "1" - Copy of*
4 *Check to Clark County Treasurer.*

5 6. My insurance policy (policy #2006163725) was up for renewal for April 22,
6 2021 to April 22, 2022. Per the Stipulation Order, I made sure that ShellPoint
7 was named as additional interests. I paid the annual renewal fee of \$770.00 on
8 April 6, 2021 (check #1252). This check was cashed by Century National
9 Insurance on April 9, 2021. Century National Insurance also received a payment
10 for insurance from Shellpoint. On April 24, 2021, I received a check for
11 \$770.00 from Century National Insurance. On April 26, 2021, I contacted
12 Century National Insurance and advised them that this was in violation of the
13 stipulation and that they needed to put a stop payment on the check that they
14 issued to me and refund ShellPoint \$770.00 as this was again in violation of the
15 stipulation and order.

16 7. That I maintained and paid insurance on the Negril property as the Interim
17 Adequate Protection Order required.

18 8. I have submitted the payment for May 2021 dated May 1, 2021 and mailed
19 certified mail return receipt requested.

20 9. That I followed all the court orders and rules. I've signed under oath every time
21 I submit something to the court under penalty of perjury. I am under the belief
22 that it is ShellPoint and their respective legal counsel to follow the same orders
23 and rules of the court. They have not done so. They have filed erroneous and/or
24 incorrect documentation into the bankruptcy court. Further, these are intentional
25 acts to damage Censo, LLC., and make it appear as if Censo, LLC., is not
26 following the court orders and mandates. It has been difficult to come to a
27 conclusion regarding our bankruptcy as we don't get any cooperation from
28 ShellPoint and/or their legal counsel. I believe that filing false documents on the

1 court and then continuing to try to collect on erroneous information is not in the
2 bankruptcy court's best interest.

3 10. I am filing this motion for contempt to let the judge know that I have complied
4 with all orders regarding this Negril property. I have done so honestly and under
5 oath. Shell point and their legal representatives namely Michael Chen, Esq.,
6 have not done so. After receiving their alleged default letter, my counsel Corey
7 B. Beck, Esq., reached out to Michael Chen, Esq., with the proof of payments
8 showing compliance with all orders. Michael Chen, Esq., claimed that we were
9 still in default. Obviously, he should be expected to comply with all court
10 orders, as I have to. ShellPoint and their counsel should be held to account for
11 their actions and/or non-actions.

12 11. If I didn't file this motion for contempt, Honorable Judge Nakagawa would
13 believe that I'm not complying with his orders. These actions by ShellPoint and
14 their counsel allow the court to become biased against me even though I have
15 complied with all orders issued by the court. This needs to stop.

16 **I DECLARE UNDER PENALTY THAT THE FOREGOING IS TRUE AND**
17 **CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.**

18 DATED this ____ day of May, 2021.



19
20 MELANI SCHULTE, c/o Censo, LLC.
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28

EXHIBIT “1”

CENSO LLC
 DEBTOR IN POSSESSION
 BANKRUPTCY CASE #19-16636-MKN
 9811 W CHARLESTON BLVD STE 2-351
 LAS VEGAS, NV 89117

U.S. BANK NATIONAL ASSOCIATION
 LAS VEGAS, NV 89102
 94-169/1212

1223

03/01/2021

PAY TO THE ORDER OF **CLARK COUNTY TREASURER**

\$ 709.58

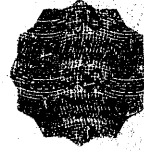
**** SEVEN HUNDRED NINE AND 58/100 DOLLARS

DOLLARS

PROTECTED AGAINST FRAUD



CLARK COUNTY TREASURER
 500 S GRAND CENTRAL PARKWAY
 PO BOX 551220
 LAS VEGAS, NV 89155-1220



VOID AFTER 90 DAYS



MEMO NEGRA #125-25-214-015 TAXES

⑈001223⑈ ⑆121201694⑆ 153758651100⑈

CENSO LLC
 Date: 03/01/2021 Check #1223 Account: CENSO LLC
 Pay to: CLARK COUNTY TREASURER

1223

Property	Unit	Reference	Description	Amount
NEGRA - 125-25-214-015 - 5900 NEGRIL ...			NEGRA #125-25-214-015 TAXES	709.58
				709.58

CENSO LLC
 Date: 03/01/2021 Check #1223 Account: CENSO LLC
 Pay to: CLARK COUNTY TREASURER

1223

Property	Unit	Reference	Description	Amount
NEGRA - 125-25-214-015 - 5900 NEGRIL ...			NEGRA #125-25-214-015 TAXES	709.58
				709.58

PAYMENT
 RECORD



100791



Rev 2/

EXHIBIT “6”

CENSO LLC
DEBTOR IN POSSESSION
BANKRUPTCY CASE # 19-16636-MKN
9811 W CHARLESTON BLVD STE 2-351
LAS VEGAS, NV 89117

U.S. BANK NATIONAL ASSOCIATION
LAS VEGAS, NV 89102
94-169/1212

1259

05/01/2021

PAY TO THE ORDER OF **NEWREZ LLC FKA NEW PENN FINANCIAL LLC DBA SHELLPOINT MORTGAGE SERVICING** \$ **1,733.00**

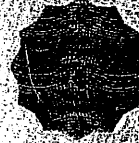
**** ONE THOUSAND, SEVEN HUNDRED THIRTY-THREE AND 00/100 DOLLARS

DOLLARS



NEWREZ LLC FKA NEW PENN FINANCIAL
LLC DBA SHELLPOINT MORTGAGE
SERVICING
PO BOX 10826
GREENVILLE, SC 29603-0826

PROTECTED AGAINST FRAUD



VOID AFTER 90 DAYS



MEMO LN#579385562/5900 NEGRIL AVE

⑈001259⑈ ⑆121201694⑆ 153758651100⑈

CENSO LLC

Date: 05/01/2021 Check #1259 Account: CENSO LLC
Pay to: NEWREZ LLC FKA NEW PENN FINANCIAL LLC DBA SHELLPOINT MORTGAGE SERVICING

1259

Property	Unit	Reference	Description	Amount
NEGRA - 125-25-214-015 - 5900 NEGRIL ...			LN#579385562/5900 NEGRIL AVE	1,733.00
				1,733.00

CENSO LLC

Date: 05/01/2021 Check #1259 Account: CENSO LLC
Pay to: NEWREZ LLC FKA NEW PENN FINANCIAL LLC DBA SHELLPOINT MORTGAGE SERVICING

1259

Property	Unit	Reference	Description	Amount
NEGRA - 125-25-214-015 - 5900 NEGRIL ...			LN#579385562/5900 NEGRIL AVE	1,733.00
				1,733.00

PAYMENT
RECORD

